



**REQUEST FOR QUOTATION  
FAX ON DEMAND**

Arizona Game and Fish Department  
Purchasing Office  
2221 West Greenway Road  
Phoenix, AZ 85023

SOLICITATION NO. QF06-032-B Offers  
will be accepted until 5:00 p.m. on April 28,  
2006.

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Date: April 18, 2006

**VENDOR NOTICE**

**THIS IS NOT A PURCHASE ORDER**

**Vendor should quote his best net price, FOB destination, including all charges, including applicable taxes.** Delivery schedule should be indicated in spaces provided below. Return your quotation promptly to the requesting Region/Branch at the FAX number indicated below. **NOTE: The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed at [www.azspo.az.gov](http://www.azspo.az.gov) or by manually calling the Enterprise Procurement Services Office at (602) 542-5511. A copy of these documents are on file and available for review in the Arizona Game and Fish Department Purchasing Office. It is the Offeror's responsibility to obtain the current revision of these documents.**

This procurement is expected to be between \$1,000.00 and \$50,000. In accordance with A.R.S. § 41-2535 and A.A.C. R2-7-335 purchases under \$50,000 are restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year (A.R.S §41-1001-14). BY SUBMITTING A QUOTE IN RESPONSE TO THIS SOLICITATION, AN OFFEROR CERTIFIES THAT IT IS A SMALL BUSINESS AS DEFINED ABOVE. If not a small business please indicate so on page two, offers are still welcome from non-small businesses.

**DELIVERY POINT:**

Arizona Game and Fish Department  
Springerville Wildlife Area  
Springerville, AZ 85938

Buyer: Elizabeth Burgard  
Phone No.: (602) 789-3459  
FAX No.: (602) 789-3922

**VENDOR QUOTATION**

Item	Qty	Unit	Description	Unit Price	Extended Price
1	1,125	Tons	Bentonite, Bulk, delivered per specifications.	\$ _____	\$ _____ —
<b>THIS IS NOT A PURCHASE ORDER</b>					

**THIS SECTION MUST BE COMPLETED BY VENDOR**

Company Name	Address	City	State	Zip	Phone #

Delivery is promised within \_\_\_\_\_ calendar days after receipt of an order. If payment is made within \_\_\_\_\_ **days** after receipt of goods or services, the buyer is entitled to a discount of \_\_\_\_\_ % on the above-listed price(s).

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Typed Name and Title**

**Tax ID No.** \_\_\_\_\_ **"AN EQUAL OPPORTUNITY AGENCY"** **Fax No.:** \_\_\_\_\_



**REQUEST FOR QUOTATION  
FAX ON DEMAND  
(Continuation Sheet)**

Arizona Game and Fish Department  
Purchasing Office  
2221 West Greenway Road  
Phoenix, AZ 85023

SOLICITATION NO. QF06-032-B Offers  
will be accepted until 5:00 p.m. on April 28,  
2006.

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Date: April 18, 2006

## VENDOR QUOTATION

**DELIVERY POINT:**

Arizona Game and Fish Department  
Springerville Wildlife Area  
Springerville, AZ 85938


Buyer: Elizabeth Burgard

Phone No.: (602) 789-3459

FAX No.: (602) 789-3922

## VENDOR QUOTATION

Item	Qty	Unit	Description	Unit Price	Extended Price
			<p>Vendor Certification:</p> <p><u>SMALL BUSINESS</u></p> <p>Please check all blanks that apply:</p> <p>A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further quality under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations.</p> <p>_____This company is a small business concern.            _____This company is not a small business concern.</p> <p><u>MINORITY BUSINESS ENTERPRISE</u></p> <p>Please check all that apply:</p> <p>A minority business enterprise is defined by Section 3 of the Small Business Act as a small business that is owned and controlled by one or more minorities or women. Owned and controlled means a business that is at least 51 percent owned by one or more minorities or women. In the case of a publicly owned business at least 51 percent of the stock must be owned by one or more minorities or women and the management and daily business operations must be controlled by one or more of said individuals. Minority group members shall consist of those groups defined under Section 8 (a) of the Small Business Act.</p> <p>_____African American    _____Native American            _____Asian    _____Other            _____Hispanic    _____Woman-Owned</p> <p><b>THIS IS NOT A PURCHASE ORDER</b></p>	<p>Tax ( _____ % )</p> <p>TOTAL AMOUNT</p>	<p>\$ _____</p>

	<b>SPECIAL TERMS AND CONDITIONS</b>	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
	SOLICITATION NO. <u>QF06-032-B</u>	Page 4 of 11

# 1. PURPOSE

This Request For Quotation (RFQ) is to establish a contract for the purchase and delivery of bulk bentonite for the Springerville Wildlife Area of the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

# 2. CIVIL RIGHTS NOTIFICATION

The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the AGFD programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the AGFD Deputy Director, 2221 W. Greenway Rd., Phx., AZ 85023, (602) 789-3290, or the U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr., Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the AGFD Deputy Director as listed above or call TTY at 1-800 367-8939.

# 3. CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the recipient on the basis of race, color, national origin, age, sex (in educational activities) or disability.


NOTE: An Assurance Statement shall be required to be signed by an individual, private organization, or institution receiving U.S. Fish and Wildlife Service conservation assistance under the following circumstances:

- A. If the premises are at any time opened to the public.
- B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

# 4. INSURANCE

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

	<b>SPECIAL TERMS AND CONDITIONS</b>	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Fire Legal Liability	\$ 25,000
Blanket Contractual Liability – Written and Oral	\$ 500,000
Each Occurrence	\$ 500,000

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 500,000


The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”**

3. **Worker's Compensation and Employers' Liability**

A.	Workers' Compensation	Statutory
	Employers' Liability	
	Each Accident	\$ 100,000
	Disease – Each Employee	\$ 100,000
	Disease – Policy Limit	\$ 100,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Elizabeth Burgard, *The Arizona Game and Fish Department, Purchasing Office, 2221 W. Greenway Road, Phoenix, AZ 85023*, and shall be sent by certified mail, return receipt requested.

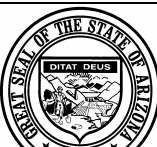
D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to: Elizabeth Burgard, *The Arizona Game and Fish Department, Purchasing Office, 2221 W. Greenway Road, Phoenix, AZ 85023*. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **APPROVAL:** Any modification or variation from the Insurance Requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by

	<b>SPECIAL TERMS AND CONDITIONS</b>		Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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administrative action.

- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

#### 5. INDEMNITY

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 6. CONTRACT TERM

The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein.

#### 7. PRICING


Pricing is all-inclusive including price for all products, delivery and taxes. Refer to Price Sheet page 1 and 2.

#### 8. TAXES

The applicable State and local taxes will be listed on the price sheet.

#### 9. SHIPPING TERMS

*Bid prices shall be F.O.B. Destination, including all delivery charges*, Arizona Game and Fish Department, Springerville Wildlife Area, Springerville, AZ 85938. Contractor shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the Contractor. The State will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

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#### 10. DELIVERY

Delivery is desired as soon as possible, but required no later than fifteen (15) days after receipt of order. Delivery shall be accomplished during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday.

#### 11. ACCEPTANCE

This project shall be subject to a complete inspection by AGFD prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. Ten (10) calendar days shall be allowed for this process. If delivered equipment or services are not accepted by the AGFD for any reason, an additional ten (10) days shall be allowed for inspection when subsequent deliveries/services occur.

#### 12. TRANSPORT

The Contractor shall be fully responsible for the transport of the equipment to and from the AGFD destination point, and for the correction of items of workmanship not in compliance with the specifications.

The Contractor shall be responsible for any loss of or damage to AGFD property while such property is in his possession and/or subject to his control.

#### 13. INVOICING / PAYMENT

The AGFD shall not pay in advance. Please reference contract number and purchase order number on all invoices. The vendor shall be paid within 30 days of the receipt of an itemized invoice. All payments shall be made in arrears.

#### 14. LICENSES


Contractor will maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor will be responsible for ensuring the current license and permit status of subcontractors, if any.

Failure of the Contractor to obtain or maintain approved federal, state and local licenses and permits required for the operation of the business and performance may be considered a failure to perform to expectations

#### 15. CONTRACTS ADMINISTRATION

Following award, the Contractor(s) will contact the AGFD Purchasing Office assigned buyer for guidance or direction in contract interpretation or questions regarding the terms, conditions or scope of the contract.



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16. CONTRACT MODIFICATIONS

The State and AGFD will reserve the right to modify this contract as circumstances may require without penalty to fulfill the AGFFD needs. The Contractor (s) will be notified prior to any changes in the contract.

17. INCLUSIVE OFFERORS


Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

18. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

19. FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, cancellation of contract and suspension and/or debarment of the contractor.

	<b>SPECIFICATIONS</b>		Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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1. PURPOSE

This Fax on Demand (FOD) is to establish a contract for the purchase and delivery of bulk bentonite for the Springerville Wildlife Area of the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

2. SPECIFICIATIONS

The AGFD is requesting that 1,125 tons of bulk bentonite to be delivered to the Springerville Wildlife Area, Waste Water Treatment Plant.

3. DELIVERY

Two days prior to delivery, Tom Malone shall be contacted at (928) 245-0137 for coordination of the delivery.

**NOTE: NO ADDITIONAL CHARGES WILL BE ALLOWED.**



# ATTACHMENT I

Arizona Game and Fish Department  
Purchasing Office  
2221 West Greenway Road  
Phoenix, Arizona 85023-4399

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ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE			
		INSURER A:			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMPOX AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
	GARAGE LIABILITY				AUTO ONLY: AGG \$
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
	<input type="checkbox"/> DEDUCTIBLE				
	RETENTION \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
State of Arizona and Arizona Game and Fish Department-as additional insured Any and all contracts with Arizona Game and Fish Department.					
CERTIFICATE HOLDER		<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION	
The State of Arizona and Arizona Game & Fish Department Purchasing Office 2221 W Greenway Road Phoenix, AZ 85023-4399				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL <del>SEND BY MAIL</del> ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, X NOT VALID FOR CANCELLATION OF POLICY OR FOR CANCELLATION OF INSURANCE X TO POLICYHOLDERS OF SUCH INSURANCE, IT IS HEREBY CERTIFIED THAT THE X AUTHORIZED REPRESENTATIVE	

ACORD 25-S (7/97)

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SAMPLE